



# EMORY UNIVERSITY SCHOOL OF MEDICINE

CONTINUING MEDICAL EDUCATION & BIOMEDICAL MEDIA

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## **LETTER OF AGREEMENT (Joint Sponsorship) For Financial Support Regarding Terms, Conditions and Purposes of an Educational Grant**

between joint sponsors Emory University through its School of Medicine and \_\_\_\_\_ and commercial supporter, \_\_\_\_\_. The Federal Tax I.D. Number for Emory University is 58-0566256.

Title of CME Activity \_\_\_\_\_

Location: \_\_\_\_\_ Date(s): \_\_\_\_\_

Commercial Supporter (Company name/Branch): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

The above company wishes to provide support for the named continuing medical education activity by means of (indicate which option):

- Unrestricted educational grant \$ \_\_\_\_\_
  - Restricted grant for:
    - Speaker(s) travel expenses/honorarium \_\_\_\_\_ \$ \_\_\_\_\_
    - Support for Meal function(s) (specify) \_\_\_\_\_ \$ \_\_\_\_\_
    - Other (specify) \_\_\_\_\_ \$ \_\_\_\_\_
  - Exhibit Space \$ \_\_\_\_\_
- TOTAL \$ \_\_\_\_\_

### **CONDITIONS**

1. **Statement of Purpose:** Program is for scientific and educational purposes only and will not promote the Commercial Supporter's products, directly or indirectly.
2. **Control of Content & Selection of Presenters & Moderators:** Sponsor is ultimately responsible for control of content and selection of presenters and moderators. Commercial Supporter, or its agents, will respond only to Sponsor-initiated requests for suggestions of presenters or sources of possible presenters. Commercial Supporter will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between Commercial Supporter and speaker, and will provide this information in writing. Sponsor will record role of Commercial Supporter, or its agents, in suggesting presenter(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. **Independence of Sponsor in the Use of Contributed Funds:**
  - a. Funds should be in the form of an educational grant made payable to Emory University.
  - b. All other support associated with this CME activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of The Emory University School of Medicine.

(continued)

- c. No other funds from the Commercial Supporter will be paid to the program director, faculty, participants or others involved with the CME activity (including registration fees, additional honoraria, extra social events, etc.).
4. **Disclosure of Financial Relationships:** Sponsor will ensure disclosure to the audience of (a) Commercial Supporter funding and (b) any significant relationship between the Sponsor and the Commercial Supporter (e.g., grant recipient) or between individual speakers or moderators and the Commercial Supporter.
5. **Involvement in Content:** There will be no “scripting”, emphasis, or influence on content by the Commercial Supporter or its agents.
6. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room as the educational activity. No product advertisements will be permitted in the program room.
7. **Objectivity & Balance:** Sponsor will make every effort to ensure that data regarding the Commercial Supporter’s products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
8. **Limitations of Data:** Sponsor will ensure, to the extent possible, disclosure of limitations of data; e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.
9. **Discussion of Unapproved Uses:** Sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
10. **Opportunities for Debate:** Sponsor will ensure opportunities for questioning or scientific debate.
11. The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veteran’s Readjustment Assistance Act, and applicable regulations issued thereunder, are hereby incorporated into this contract by reference.

The Commercial Supporter agrees to abide by all requirements of the ACCME *Standards for Commercial Support of Continuing Medical Education* (appended).

The Accredited Sponsor agrees to: 1) abide by the ACCME *Standards for Commercial Support of Continuing Medical Education*; 2) acknowledge educational support from the Commercial Supporter in program brochures, syllabi, and other program materials; and 3) upon request, furnish the Commercial Supporter a report concerning the expenditure of the funds provided.

**AGREED**

Commercial Supporter Representative (name) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Course Director (name) \_\_\_\_\_ Dept. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

CME Program Manager or Designee (name): Melissa Boone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_